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6 UNITED STATES DISTRICT COURT
7 CENTRAL DISTRICT OF CALIFORNIA
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9 THE SUNRIDER CORPORATION, dba
10 SUNRIDER INTERNATIONAL, a Utah
11 corporation, SUNRIDER TAIWAN,
12 INC., a Delaware corporation,
13 SUNRIDER MANUFACTURING, L.P.,
14 a California limited partnership,

15 Plaintiffs,

16 vs.

17 BOUNTIFUL BIOTECH CORP., a
18 California corporation, BOUNTIFUL
19 NATURAL HEALING, INC., a
20 California corporation, KING SHOP
21 INTERNATIONAL, INC., a California
22 corporation, STEVE S. LEE, an
23 individual, SHUN SHENG CHEN aka
24 SAM CHEN, an individual,
25 BOUNTIFUL HEALTHCARE
26 TECHNOLOGY CORP., business form
27 unknown, and DOES 1 Through 10,
28 inclusive,

Defendants.

AND RELATED COUNTERCLAIMS.

CASE NO.: SACV 08-1339 DOC
(AJWx)

**PROTECTIVE ORDER
PURSUANT TO STIPULATION**

Complaint filed: November 24, 2008

PROTECTIVE ORDER GOVERNING
THE PRODUCTION OF INFORMATION AND DOCUMENTS

The Court, having read and considered the Stipulation re Proposed Protective Order, and finding good cause therefore, hereby orders as follows:

1. The term “this litigation” as used in this Order shall refer to the above-captioned matter, Case No. SACV08-1339 DOC AJWx, *The Sunrider Corporation dba Sunrider International v. Bountiful Biotech Corp., et al.* in the United States District Court, Central District of California.

2. This Order shall apply to all documents produced by any party to this litigation, or any third party pursuant to a subpoena, which documents are designated “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” as permitted below:

(a) The following material may be designated “CONFIDENTIAL” pursuant to this Order: Any document or other information the producing party in good faith believes contains confidential proprietary information, trade secret information, confidential financial or business information and other information protected by the right to privacy, information which a party has the right, by contract or otherwise, to object to or resist disclosure, or other confidential material that the designating party would not normally reveal to third parties.

(b) The following material may be designated “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” pursuant to this Order: Any document or other information a party reasonably believes contains trade secrets, or otherwise are highly confidential and proprietary, containing information that the designating party believes in good faith would be harmful to his or its current or future business interests if revealed to another party.

1 (c) Documents or information produced in electronic format that
2 cannot be physically labeled “CONFIDENTIAL” or “CONFIDENTIAL:
3 ATTORNEYS’ EYES ONLY” by traditional methods, such as a stamp or
4 sticker, shall also be produced in paper form to the extent reasonably
5 practicable bearing a “CONFIDENTIAL” or “CONFIDENTIAL:
6 ATTORNEYS’ EYES ONLY” designation as appropriate. The designation
7 of a document produced in paper form shall apply equally to the same
8 document produced in electronic form. The disc or other medium containing
9 confidential electronic files shall also be physically labeled
10 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY”
11 as appropriate. The parties shall use the paper form of documents produced
12 in this litigation, in lieu of print-outs of the produced electronic documents,
13 for all litigation purposes, including without limitation depositions, trial
14 exhibits, motions and other submissions, unless there is a specific need to
15 refer to the electronic version of the document.

16 (d) Documents or information designated “CONFIDENTIAL” or
17 “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” are expressly subject to
18 the Court’s ruling upon such documents’ confidentiality in the event any
19 party seeks to challenge such a designation. The Court has the exclusive
20 right to review and rule upon the confidentiality of the documents, testimony,
21 or material designated “CONFIDENTIAL” or “CONFIDENTIAL:
22 ATTORNEYS’ EYES ONLY” pursuant to this Order. Nothing in this
23 paragraph is intended to or shall abrogate any party’s right to appellate
24 review of any order ruling on the confidentiality of any documents.

25 3. No person shall show, copy or convey the substance of any
26 information subject to this Protective Order to anyone, except as hereinafter set
27 forth in this Order, and all such persons are further ordered and enjoined from
28 disclosing any information designated “CONFIDENTIAL” or “CONFIDENTIAL:

1 ATTORNEYS' EYES ONLY" to any other persons. All information designated
2 "CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS' EYES ONLY" in this
3 litigation shall be used solely for purposes of preparing for and conducting this
4 litigation and shall not be used, directly or indirectly, for any other purpose
5 whatsoever.

6 4. Documents and information designated "CONFIDENTIAL" shall only
7 be disclosed to the following qualified persons who may be provided with copies of
8 this material upon being informed of this Order and placed on notice that they are
9 bound by this Order:

10 (a) The Court and any Court staff and administrative personnel;

11 (b) Counsel for any party that has appeared in this litigation and
12 agreed to honor the terms of this Order, including support staff of counsel;

13 (c) Any party that has appeared in this litigation and agreed to
14 honor the terms of this Order, and its officers, directors, employees, former
15 employees, trustees, partners, in-house legal personnel or legal counsel;

16 (d) Counsel for any insurer or indemnitor of any defendant or
17 counter-defendant including support staff of counsel;

18 (e) Any witness who may be shown copies of "CONFIDENTIAL"
19 material as part of a deposition but who shall not be provided with copies
20 separate from the exhibits to that deposition;

21 (f) Any court reporter who is entrusted with exhibits to a deposition
22 as part of his or her task in reporting the deposition;

23 (g) Bona fide experts or consultants retained by counsel to assist in
24 the preparation of this litigation or to testify at trial or at any other proceeding
25 of this litigation;

26 (h) Any person identified as having authored or previously received
27 such material; and
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1 (i) The agreed upon mediator, referee, magistrate or other mutually
2 agreed upon neutral settlement professional, and his or her staff.

3 5. Except by agreement between the parties or further order of the Court,
4 information designated "CONFIDENTIAL: ATTORNEYS' EYES ONLY"
5 pursuant to this Order shall not be disclosed to any other person other than the
6 following qualified persons who may be provided with copies of this material upon
7 being informed of this Order and being placed on notice that they are bound by this
8 Order:

9 (a) The Court and any Court staff and administrative personnel;

10 (b) The attorneys of record for any party that has appeared in this
11 litigation and agreed to honor the terms of this Order and their paralegals,
12 secretaries, and other employees, who shall not share such information with
13 any other officer or employee of such party, other than those persons
14 identified in this Paragraph 5;

15 (c) One designated in-house attorney employed by any entity that is
16 a party that has appeared in this litigation and agreed to honor the terms of
17 this Order, who also will be an attorney of record for that party, and who
18 shall not share such information with any other officer or employee of such
19 party, other than those persons identified in this Paragraph 5.

20 (d) Counsel for any insurer or indemnitor of any defendant or
21 counter-defendant, including support staff of counsel;

22 (e) Any witness who may be shown copies of material designated
23 "CONFIDENTIAL: ATTORNEYS' EYES ONLY" as part of a deposition
24 but who shall not be provided with copies separate from the exhibits to that
25 deposition;

26 (f) Any court reporter who is entrusted with exhibits to a deposition
27 as part of his or her task in reporting the deposition;
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1 (g) Bona fide experts or consultants retained by counsel to assist in
2 the preparation of this litigation or to testify at trial or at any other proceeding
3 of this litigation;

4 (h) Any person identified as having authored or previously received
5 such material; and

6 (i) The agreed upon mediator, referee, magistrate or other mutually
7 agreed upon neutral settlement professional, and his or her staff.

8 6. No copies, summaries, or abstracts of information designated
9 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” shall
10 be made by the parties for distribution to or for use by persons other than the
11 qualified persons identified in Paragraphs 4 and 5 (the “Qualified Persons”).

12 7. In preparation of this litigation, counsel for any party may retain copy
13 services and exhibit enlargement services to copy and/or enlarge material
14 designated “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES
15 ONLY” and may provide them with such material for copying or enlargement.

16 8. All documents containing information subject to this Order, and notes
17 or other records regarding the contents thereof, shall be maintained in the custody
18 of counsel receiving such information, or other Qualified Persons, and no partial or
19 complete copies thereof shall be retained by anyone else at any location other than
20 the offices of counsel or other Qualified Persons, unless otherwise authorized by an
21 Order of this Court.

22 9. If any party objects to the designation of a document as
23 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY”,
24 counsel for such party shall advise counsel for all other parties, and the parties shall
25 promptly meet and confer and attempt to resolve the objection. If no formal
26 resolution can be reached regarding the objection, any party may file a motion with
27 the Court seeking an order compelling the designating party to remove or modify
28 the designation of documents and/or information. Pending a ruling on any such

1 motion, the subject material shall be treated pursuant to its designation, as
2 “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES ONLY”. The
3 prevailing party on any such motion relating to the removal or modification of
4 designations pursuant to this Order shall be entitled to recover his or its reasonable
5 attorneys’ fees incurred in connection with the motion.

6 10. In the event that any party wishes to submit to the Court for use in any
7 pretrial proceeding, including but not limited to motions or other written
8 submissions, any documents designated “CONFIDENTIAL” or
9 “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” or any summary of the
10 contents thereof, such party shall submit it to the Court under seal, pursuant to
11 General Order No. 08-02 (In the Matter of: Order Authorizing Electronic Filing),
12 Section V.D. (entitled, “Under Seal Documents”), and the Court shall thereafter
13 treat the documents as to filing and access according to its discretion. Nothing in
14 this Order shall affect the parties’ obligations pursuant to Section IV.E. of General
15 Order No. 08-02.

16 11. The trial exhibit list shall have a designation for all proposed exhibits
17 which are designated “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’
18 EYES ONLY”, in order to alert the Court and all parties as to the fact that such
19 documents are confidential. The parties may seek orders, as necessary, to
20 appropriately maintain the confidentiality of such exhibits submitted to the Court at
21 trial.

22 12. This Order shall not preclude counsel for any party from using in the
23 course of depositions any such documents or information, which has been
24 designated “CONFIDENTIAL” or “CONFIDENTIAL: ATTORNEYS’ EYES
25 ONLY” under the terms hereof. However, all persons not authorized pursuant to
26 this Order to receive material designated “CONFIDENTIAL” or
27 “CONFIDENTIAL: ATTORNEYS’ EYES ONLY” (except only the witness, the
28 witness’ counsel, interpreters and the court reporter) shall be excluded from that

1 portion of the deposition during which the confidential document or information is
2 used.

3 13. All copies of such deposition transcripts and exhibits thereto, to the
4 extent that they contain or pertain to confidential documents, information,
5 summaries or exhibits shall be treated in the same manner as the designated
6 documents referenced at the deposition, "CONFIDENTIAL" or
7 "CONFIDENTIAL: ATTORNEYS' EYES ONLY", as the case may be, pursuant
8 to the terms of this Order.

9 14. The provisions of this Order, insofar as they restrict the
10 communication and use of material designated "CONFIDENTIAL" or
11 "CONFIDENTIAL: ATTORNEYS' EYES ONLY" produced hereunder or
12 information obtained from material designated "CONFIDENTIAL" or
13 "CONFIDENTIAL: ATTORNEYS' EYES ONLY", shall continue to be binding
14 after the conclusion of this litigation unless permission is given pursuant to further
15 Order of this Court.

16 15. Within forty-five (45) days of the conclusion of the trial and all
17 appeals or right to further appeal, or upon other termination of this litigation, all
18 material designated "CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS'
19 EYES ONLY", including all copies of such documents or information shall be
20 destroyed. The provisions of this Order, insofar as they restrict the communication
21 and use of materials designated "CONFIDENTIAL" or "CONFIDENTIAL:
22 ATTORNEYS' EYES ONLY" produced hereunder, shall continue to be binding
23 after the conclusion of this litigation unless permission is given pursuant to further
24 Order of this Court.

25 16. To the extent documents are obtained from third parties through the
26 discovery process, the parties agree that those documents may be designated
27 "CONFIDENTIAL" or "CONFIDENTIAL: ATTORNEYS' EYES ONLY" by the
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1 parties, as appropriate, and that those documents shall be subject to the same terms
2 and conditions of this Order.

3 17. The terms and provisions of this Order are subject to modification,
4 extension, or termination as hereafter may be ordered. This Court retains
5 jurisdiction to rule upon motions for modification, extension or termination of this
6 Order at any time.

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8 IT IS SO ORDERED.

9 Dated: July 16, 2009

/S/

10 ANDREW J. WISTRICH
11 UNITED STATES MAGISTRATE JUDGE
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